

# IMPORTANT NOTICE

Due to potential delays in receiving mail, this amendment contains the provision at FAR 2.215-5 which authorizes facsimile proposals. Offerors are encouraged to use alternatives to the mail when submitting proposals.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 10/25/01		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220 WASHINGTON, DC 20375-5326		CODE N00173		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  (TO ALL OFFERORS)				(X)		9A. AMENDMENT OF SOLICITATION NO. N00173-01-R-DL02	
				X		9B. DATED (SEE ITEM 11) 10/05/01	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See pages 2 through 4.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this amendment is to provide a corrected version of the Level of Effort requirement and to revise the Solicitation to accommodate facsimile proposals. FAR Provision 52.215-5 in Section L.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. H-3 is corrected as follows:

### H-1 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 61,480 total hours of direct labor for the basic award, and 61,480 total hours for each option period, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of 5,123 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort

specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{\text{Required LOE Hours} - \text{Expended LOE Hours}}{\text{Required LOE Hours}}$$

Required LOE Hours

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort is as follows:

Labor Category	Base Year	Option I	Option II	Option III	Option IV
Senior Electronic Engineer I	1,920	1,920	1,920	1,920	1,920
Senior Electronic Engineer II	1,920	1,920	1,920	1,920	1,920
Electronic Engineer	3,840	3,840	3,840	3,840	3,840
Senior Aerospace Engineer	1,920	1,920	1,920	1,920	1,920
Aerospace Engineer I	3,840	3,840	3,840	3,840	3,840
Aerospace Engineer II	1,920	1,920	1,920	1,920	1,920
Mechanical Engineer	1,920	1,920	1,920	1,920	1,920
Military Systems Analyst	3,840	3,840	3,840	3,840	3,840
Program Management Specialist	3,840	3,840	3,840	3,840	3,840
Systems Engineer/Analyst	3,840	3,840	3,840	3,840	3,840
Computer/Network Specialist	5,760	5,760	5,760	5,760	5,760
Senior Computer Scientist/Engineer	1,920	1,920	1,920	1,920	1,920
Computer Scientist/Engineer	5,760	5,760	5,760	5,760	5,760
Electronic Technician	7,680	7,680	7,680	7,680	7,680
Project Technician	7,680	7,680	7,680	7,680	7,680
Aerospace Engineering Technician	1,920	1,920	1,920	1,920	1,920
IT Professional/Computer Programmer	1,920	1,920	1,920	1,920	1,920
Supersonic Aircraft with Crew	10	10	10	10	10
Subsonic Aircraft with Crew	30	30	30	30	30
Total	61,480	61,480	61,480	61,480	61,480

## SECTION L – INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

2. The following is incorporated into Section L

52.215-5 - Facsimile Proposals (Oct 1997). *Paragraph (c) is completed as follows: (202) 767-0430 or (202) 767-0494. Your proposal must include a cover page to the attention of Dian Lockamy, Code 3220j, stating the solicitation number. In addition facsimile proposals may be transmitted by e-mail to [lockamy@contracts.nrl.navy.mil](mailto:lockamy@contracts.nrl.navy.mil) or [bays@contracts.nrl.navy.mil](mailto:bays@contracts.nrl.navy.mil) in either Microsoft Word (97 or earlier) or pdf format. For assistance, call Dian Lockamy at (202) 767-3782*